

10/18/2007

MEMORANDUM OF AGREEMENT BETWEEN
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
AND THE MINISTRY OF DEFENSE OF THE KINGDOM OF SPAIN
ESTABLISHING A MIDSHIPMEN/CADET EXCHANGE PROGRAM (MCEP)

The U.S. Department of Defense and the Ministry of Defense of the Kingdom of Spain, hereafter referred to as "the Parties", have agreed to establish the framework of the Midshipmen/Cadet Exchange Program (MCEP) between the United States Naval Academy (USNA) and the Escuela Naval Militar (ENM), which is designed to strengthen friendship and understanding between the countries and their Navies and to enhance midshipmen education.

The two Academies wish to arrange a strategic partnership within a broad educational and professional partnership. Focusing in the academic areas of engineering, science and humanities, the academies will strengthen the mental strength of their students, the professional qualifications of their respective faculty and staff and develop positive international relationships.

This agreement originates from the terms agreed to by the participants, within the framework of the Agreement on Defense Cooperation between the United States of America and the Kingdom of Spain, dated 1 December 1998 and revised by the Protocol Amendment on 10 April 2002.

I. DEFINITION OF TERMS

1. Parties. The U.S. Department of Defense and the Ministry of Defense of the Kingdom of Spain.
2. Naval Academies. The United States Naval Academy (USNA) and the Spanish Naval Academy or Escuela Naval Militar (ENM).
3. Exchange Student. Any individual enrolled as a student (Midshipman or Cadet) at a Naval Academy who is receiving instruction at a Host Naval Academy pursuant to this MCEP.
4. Parent Service. The Military Service to which the exchange student belongs.
5. Host Service. The Military Service whose Academy the exchange student is temporarily attending pursuant to this Agreement.

Certified
True Copy
S. Duncan

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6. Host Service Country. The country to which the Host Service belongs.
7. Parent Naval Academy. The Naval Academy from which the exchange student is permanently attending.
8. Host Naval Academy. The Naval Academy which the exchange student is temporarily attending.
9. Reciprocal, Professional or Academic Semester-Long Exchange. The exchange of students, on a one-for-one basis, between the academies for a period of one academic semester, to undergo the Host Naval Academy's academic, athletic, and military course of study and training programs.

II. PURPOSE AND SCOPE

1. This agreement establishes the terms and conditions by which the parties agree to establish a Midshipman/Cadet Exchange Program (MCEP) to provide for a reciprocal exchange of midshipmen of the Naval Academies. This agreement sets forth the general terms and conditions by which an exchange of cadets can occur to the extent permissible under existing policies, laws, and regulations of the United States of America and Spain
2. The MCEP shall be a one-for-one reciprocal exchange of students enrolled at a Naval Academy of one party to pursue the established course of study at the Naval Academy of the other party.
3. Each reciprocal exchange shall coincide (in length and timing) with one semester of the USNA.

III. SPECIAL PROVISIONS

This Agreement does not create an obligation on the part of either party to participate in a reciprocal exchange at any given time. The invitation to attend an academy for a semester pursuant to the MCEP will normally be conditional upon a reciprocal invitation. Reciprocity is met when MCEP Students report to the Host School regardless of whether or not all students complete the program.

IV. SELECTION OF STUDENTS

The selection of MCEP Students shall be solely the responsibility of the Parent Naval Academy. The number of students selected shall be based on the agreement set forth between the Naval Academies in the appendix to this agreement. MCEP Students shall be unaccompanied during the period of the exchange. Each Academy will provide the

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other, upon request, information on academic and military training programs to assist selection procedures. Selection criteria will include the ability of the prospective exchange student to speak, read, and write in the language of the prospective Host Naval Academy.

V. FINANCIAL ARRANGEMENTS

1. Financial responsibilities of the Parent Academy. To the extent authorized by its laws and regulations and the availability of appropriated funds, the Parent Academy is responsible during the exchange period for the following:

- a. All pay and allowances due to its exchange students.
- b. Transportation costs from the Parent Academy to the Host Academy and return.
- c. Cost of preparation and shipment of remains and funeral expenses in the event of death of an exchange student.
- d. Pre-approved expenditures in connection with any special duty performed on behalf of the Parent Academy.
- e. All temporary duty costs, including travel, lodging, and meal expenses of the exchange student when such duty is carried out at the request of the Parent Service/Academy.
- f. Compensation for loss of, or damage to, the uniforms or other Parent Service-issued equipment of their exchange students under the rules and regulations of the Parent Service.
- g. Medical and dental charges for treatment of exchange students that require reimbursement under the laws or regulations of the Host Service Country for their own students.
- h. All expenses in connection with the return of exchange students who have completed or been discharged from this MCEP.

2. Financial responsibilities of the Host Academy. The Host Academy shall be responsible, during the period of exchange, for all tuition, books, information technology equipment, education, military training, billeting and subsistence costs at the Host Academy normally provided to the Host Academy midshipmen/cadets, as well as all costs for travel within the Host Service Country related to military training conducted at the request of the Host Academy.

3. Exchange students shall be eligible to use military exchange facilities, clubs, laundry, dry cleaning, and student services provided to Host Academy Students under the same conditions as Host Academy Students and consistent with Host Academy regulations.

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4. The Parent Service and exchange students, as appropriate, shall be liable for all other services and expenses for exchange students, including any which are unconnected with the requirements of the exchange. The Host Academy shall not provide any supplies or services related to those costs that, by virtue of paragraph 1 above, are the obligation of the Parent Academy. Accordingly, it shall be necessary for the Parent Academy to make arrangements to defray such costs directly through its personnel, rather than by reimbursement to the Host Academy.

VI. SECURITY

1. Exchange students shall at all times be required to comply with the laws of the Host Service's Country and security regulations and procedures of the Host Service. Any violation of security procedures by exchange students during their exchange shall be reported to the Parent Service for appropriate action. Exchange students committing willful violations of Host Service security procedures during the exchange shall be removed from the MCEP with a view toward administrative or disciplinary action by the Parent Service.

2. The Host Naval Academy and Parent Naval Academy shall ensure that exchange students are fully cognizant of applicable laws and regulations concerning the protection of proprietary information (such as copyrights and other intellectual property laws) and controlled unclassified information to which access might be gained under this Exchange Program, both during and after completion of training. Exchange students shall be required to sign the certification at Annex A.

3. Exchange students shall not have access to classified information under this Agreement.

VII. ADMINISTRATION AND CONTROL

1. For official matters and notifications, the Office of Defense Cooperation, U.S. Embassy, Spain will be the point of contact for United States Naval Academy exchange students participating in the MCEP. The Spanish Embassy will be the point of contact for Spanish Naval Academy exchange students participating in the MCEP. Each Host academy shall ensure all information required for contacting such officials is collected at the start of any exchange.

2. For day to day administrative matters the academies will appoint a single Exchange Officer responsible for liaison with the Host Academy and responsible for coordinating academic and disciplinary issues that arise for any exchange.

3. MCEP Students are authorized to operate private motor vehicles in accordance with the provisions of the NATO Status of Forces Agreement (SOFA).

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4. The Host Academy Exchange Officer will report to the exchange student's naval attaché and Parent Academy officials, by the most expeditious means, information on any exchange student casualty or illness, and will provide all additional casualty services requested.

VIII. IDENTIFICATION

Exchange students shall be required to possess valid identification cards issued in accordance with the regulations of the Parent Service. MCEP Students shall also be issued identification cards by the Host Service for the duration of the exchange. The Host Service identification cards shall be used only to gain access to facilities for services, such as medical care or commissary use, which are authorized pursuant to this Agreement.

IX. RESPECT FOR HOST PARTY LAW

Exchange students shall respect the law of the government of the Host Service and abstain from any activity inconsistent with the spirit of this Agreement and from any political activity in the country of the Host Service.

X. ENTRY AND EXIT

Exchange students shall be required to possess appropriate documentation issued by the Parent Service and required by the country of the Host Service for entry into and exit from that country.

XI. WEAPONS

1. Exchange students shall not be permitted to import or carry personal weapons in the country of the Host Service except when specifically authorized in advance and in writing by the Host Service authorities and the weapons are registered in accordance with applicable laws.

2. Weapons issued to exchange students for military purposes by the Parent Service shall be introduced into the country of the Host Service only if authorized by the Parent Service and when specifically authorized in advance and in writing by the Host Service authorities.

3. Ceremonial swords are not included in the definition of weapons, however, exchange students must comply with Host Country law to transport such items into the Host Country and these shall be identified to Host Academy authorities prior to introduction to Host Academy grounds.

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XII. DISCIPLINE AND REMOVAL

1. Exchange students shall be required to comply with the regulations, orders, instructions, and customs of the Host Naval Academy.
2. On the day of their arrival at the Host Academy, students will be briefed on these regulations by host students or officers designated as their sponsors. Exceptions to the Host Academy routine will be applied as needed to the exchange students and their research, and will be established by agreement between the designated Exchange Officers through coordination with the appropriate Host Academy authority.
3. For criminal offenses committed by exchange students the NATO SOFA shall be applied.
4. Punishment for minor disciplinary infractions is the responsibility of the Parent Academy. In each instance of an allegation of violation of Host Academy regulations or laws, the Host Academy will immediately notify the exchange officer of the Parent Academy of any disciplinary infraction that requires administration of any form of punishment. Parent Academies may agree to allow a Host Academy to administer punishment for minor disciplinary infractions by exchange students, but only subject to agreement of the student involved. Absent such agreement, the student shall return to the Parent Academy for disciplinary action.
5. Nothing in this agreement shall establish an individual right on the part of any exchange student.
6. Exchange students shall not exercise any disciplinary authority over military or civilian personnel of the Host Service. Exchange students may be assigned to leadership positions within the student organization of Host Academies and shall be treated like their counterpart from the Host country when fulfilling such duties. Host academies shall have sole discretion to determine when and if such leadership assignments are appropriate.
7. Consistent with paragraph 1 of this article, exchange students should extend normal military courtesy to military personnel of the Host Service who are superior in rank to them.
8. To the extent authorized by its laws and regulations, the Host Service shall cooperate in the application of administrative or disciplinary action by the Parent Service against the offending exchange student. Any and all cooperation required regarding the investigation and procedures for criminal matters, in which exchange students might be implicated, will be carried out in accordance with the terms of the Mutual Legal Assistance in Criminal Matters Agreement dated 20 November 1990 between the United States of America and the Kingdom of Spain.

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9. An exchange student may be withdrawn from the MCEP at any time by the Host or Parent service for any reason, including, but not limited to, the violation of the regulations or laws of the host Service or its government. In addition, at the request of the Host Service, the Parent Service shall remove the exchange student from the territory of the Host Service. The Host Service shall provide an explanation for its removal request, but its decision is final and any disagreement between the Parties concerning the sufficiency of the Host Service's request shall not be grounds to delay transfer of the exchange student.

XIII. INFORMATION EXCHANGE

1. Each Host Academy shall be responsible for having the Exchange students complete any required written waiver of such rights so that academic, disciplinary and military performance information can be freely exchanged between the identified points of contact of each Academy to better facilitate communication between the Academies.

2. All students selected to participate in the Midshipmen Cadet Exchange Program (MCEP) are required to, in accordance with the laws of both countries, permit the use of personal data from academic, disciplinary or military records that may exist in host country laws and regulations. Each Host Academy shall be responsible for having the Exchange students complete any required written waiver of such rights so that academic, disciplinary and military performance information can be freely exchanged between the identified points of contact of each Academy to better facilitate communication between the Academies.

3. Both parties agree that such information, irrespective of Host Country laws, shall be protected from others who do not have an official need to know the information to carry out their responsibilities per this agreement.

XIV. USE OF FACILITIES

1. Spanish Naval Academy Exchange students shall be entitled to the same use of administrative, logistical, and commissary facilities as are accorded Host Naval Academy students.

2. USNA exchange students shall be entitled to the same use of administrative, logistical, and commissary facilities as Host Naval Academy students.

XV. UNIFORMS

Exchange students shall be required to comply with the dress and grooming regulations and standards of the Parent Naval Academy. The order of dress for any occasion shall be that which most nearly conforms to the order of the Host Naval Academy. Customs of the Host Naval Academy shall be observed with respect to wearing of civilian clothes. The Host Academy agrees to enforce minimum standards required for uniform wear in the Parent Academy and shall not ask that the Parent Academy uniform most nearly

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conforming to the order of the Host Naval Academy be altered in any way, unless with agreement of the Parent Academy.

XVI. LEAVE

Exchange students, while at the Host Academy, will be granted liberty periods in accordance with the Host Academy regulations. Regular leave will be granted upon termination of the program as authorized by the Parent Academy. All other leave requests will be coordinated by the designated Exchange Officer assigned per this document.

XVII. MEDICAL AND DENTAL SERVICES

1. Exchange students will hand carry a copy of appropriate medical, dental, and immunization records or excerpts, including valid immunization certificates, which they will deliver to the medical facility of the Host Academy upon arrival. Allergies to drugs or other critical medical data will be noted on the jacket of the medical record in the language of the Host Academy. A record of any medical or dental care received will be returned to the Parent Academy with each student.

2. Exchange students are entitled to the full range of medical, health, and dental care services afforded Host Naval Academy midshipmen during the duration of the exchange. At a minimum, the Host Academy agrees to provide any regular or emergency medical care normally provided to its own students.

3. The Parent Service shall ensure that proposed exchange students are in good medical and dental health prior to commencing the MCEP.

XVIII. REPORTS AND EVALUATIONS

Evaluations and reports of the MCEP shall be completed and reported in accordance with joint Host/Parent Naval Academy requirements as specified by the Academic points of contact appointed per this Agreement.

XIX. PRIVILEGES AND EXEMPTIONS

The NATO SOFA, pertaining to rights and privileges of military personnel while in the country of the Host Service, shall apply to exchange students.

XX. CLAIMS

1. Claims will be handled in accordance with the NATO SOFA.

2. Exchange students shall obtain motor vehicle liability insurance coverage in accordance with applicable laws and regulations of the government of the Host Service,

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or its political subdivision, where they are located. In case of claims involving the use of private motor vehicles, the first recourse shall be against such insurance.

XXI. NOTIFICATION

Each party shall notify the other of their intention to participate in the MCEP and forward the name(s) and other pertinent data for the MCEP students as specified in the details appendix to Agreement.

XXII. SETTLEMENT OF DISPUTES

Disputes arising under or relating to this Agreement shall be resolved only by consultation between the Parties and shall not be referred to an individual, a national or international tribunal, or to any other forum for settlement.

XXIII. DURATION AND EFFECTS.

1. All activities of the Parties under this Agreement shall be carried out in accordance with the national laws and regulations of the Parties, to include terms stated in the Agreement on Defense Cooperation of 1 December 1998 and revised through Protocol Amendment on 10 April 2002.
2. This Agreement and its written notices may be amended by the mutual written consent of the Parties
3. This Agreement may be terminated by mutual written consent of Parties. In the event both the Parties consent to terminate this Agreement, the Parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms.
4. Either Party may terminate this Agreement upon 90 days' written notification to the other Party. Such notice shall be the subject of immediate consultation by the parties to decide upon the appropriate course of action.
5. This Memorandum of Agreement shall enter into force upon signature by both Parties.
6. The Parties agree to use a written addendum to describe the particulars of proposed MCEP participants, programs and training that will actually take place to execute this agreement. Any such writing shall become a part of this Memorandum of Agreement upon its signature by the foreign exchange coordinators designated by their respective Academies and will be bound by the conditions established in this agreement. These addendums will normally be updated on an annual basis or for a term agreed to by the parties.
7. This Agreement will automatically terminate after completion of five (5) calendar years from the date it is signed. It may be extended or modified by written agreement

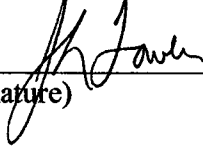
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executed by the parties, or their successors, for a term enumerated in writing by the parties.

8. This Agreement is written in two versions, one in English and one in Spanish, both being equally valid.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their governments, have signed the Agreement.

FOR THE DEPARTMENT OF
DEFENSE OF THE UNITED STATES
OF AMERICA

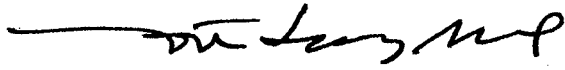

(Signature)

J. L. Fowler
Vice Admiral/Superintendent

14 NOV 2007

(Date)
United States Naval Academy
Annapolis, Maryland, U.S.A.

FOR THE MINISTRY OF DEFENSE OF
THE KINGDOM OF SPAIN


(Signature)

José Luis Urcelay Verdugo
Captain/Superintendent

24/10/2007

(Date)
Marín, Pontevedra
España

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**APPENDIX
ON THE
MIDSHIPMEN/CADET EXCHANGE PROGRAM
BETWEEN
THE UNITED STATES NAVAL ACADEMY (USNA)
AND
THE SPANISH NAVAL ACADEMY (ENM)**

Pursuant to the terms and conditions of the Memorandum of Agreement for the Exchange of Midshipmen/Cadets between USNA and Escuela Naval Militar, signed on (date), between the United States Navy and the Spanish Navy hereby establish the details of the exchange, which shall upon execution by both Parties, become a part of the aforementioned MOA.

1. CONDITIONS:

a. Tour of Duty: The period of the exchange will cover the Fall Semester at USNA and ENM, including pre-Semester preparation procedures and indoctrination. Upon completion of all Semester work, including final exams, visiting students will repatriate as directed by their Parent Academy.

b. The number of students to be exchanged at any one time is 2-6 from each Academy.

c. Selection Criteria: The criteria for selection of students to be exchanged shall be determined by the Parent Academy.

2. ACADEMIC WORK:

The academic program for each student will be approved by the Parent Academy. In general, each student will undertake academic studies equivalent in course load to that required by his/her Host Academy classmates. All academic work will be subject to the academic regulations of the Host Academy. All coursework at USNA and ENM shall be graded in accordance with the standard grading and examination procedures established at each Academy.

3. NON-ACADEMIC TRAINING:

Exchange students will participate in all appropriate military, athletic and physical education programs required of their Host Academy classmates.

4. NOTIFICATION:

USNA and ENM will exchange written notification, by February of each year, of their intent to conduct the exchange in the Fall of that year, and detail the one-for-one agreed upon number of students to be exchanged.

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5. REPORTS:

a. At the end of each exchange period, USNA and ENM will forward, in formats agreed upon by the Registrars of the two Academies, reports on the academic work completed by the students.

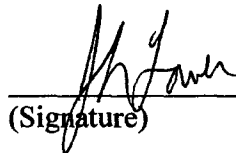
b. At the end of each exchange period, USNA and ENM will forward to the Parent Academy an overall evaluation of the students' performance during the exchange. This evaluation is to include military, academic and athletic performance.

6. DESIGNATION OF EXCHANGE OFFICER:

USNA: CDR Tim Disher, Director, International Programs; disher@usna.edu;
Tel: (410) 293-2981

ENM: CDR Alberto Vázquez Crespo, Director, International Programs;
avazcre@fn.mde.es; Tel: (986) 804745

FOR THE UNITED STATES
NAVAL ACADEMY


(Signature)

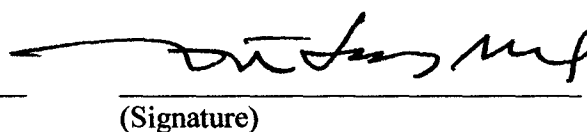
J. L. FOWLER

Vice Admiral/Superintendent

14 NOV 2007
(Date)

United States Naval Academy
Annapolis, Maryland, U.S.A.

FOR THE SPANISH NAVAL ACADEMY


(Signature)

JOSÉ LUIS URCELAY VERDUGO

Captain/Superintendent

24/10/2007
(Date)

Marín, Pontevedra
España

10/18/2007

ANNEX A
CERTIFICATE OF CONDITIONS AND RESPONSIBILITIES

I understand and acknowledge that I have been accepted for assignment to United States Naval Academy, Annapolis, MD 21402 pursuant to an agreement between the United States Naval Academy of the United States of America and the Spanish Naval Academy of the Kingdom of Spain. In connection with this assignment, I further understand, acknowledge, and certify that I shall comply with the following conditions

1. The purpose of the assignment is academic as an exchange student. There shall be no access to information except as required to perform the duties described in the position description of the position to which I am assigned, as determined by my designated supervisor.
2. I shall perform only functions which are properly assigned to me as an exchange student and shall not act in any capacity on behalf of my government or my Parent Party or Parent Organization.
3. All information to which I may have access during this assignment shall be treated as information provided to my government in confidence and shall not be further released or disclosed by me to any other person, firm, organization or government without the prior written authorization of the Host Party.
4. When dealing with individuals outside my immediate office of assignment on official matters, I shall inform such individuals that I am a foreign exchange person.
5. I have been briefed on, understand, and shall comply with all applicable security regulations of the Host Party and the Host Organization.
6. I will immediately report to my designated supervisor all attempts to obtain, without proper authorization, classified, restricted, and proprietary or controlled unclassified information to which I may have access as a result of this assignment.

(Signature)

(Typed Name)

(Rank/Title)

(Date)